

AMENDMENT No.1 To

FUNDING AGREEMENT BETWEEN THE CITY OF BELMONT, CITY OF SAN CARLOS, AND COUNTY OF SAN MATEO TO SHARE COSTS AND RESPONSIBILITIES RELATED TO THE CALIFORNIA DEPARTMENT OF WATER RESOURCES GRANT FUNDING BELMONT CREEK RESTORATION, WATER QUALITY IMPROVEMENT, AND FLOOD PROTECTION PROJECT IN TWIN PINES PARK

This Amendment No. 1, dated for identification this _____ day of _____, _____, to the above-referenced Funding Agreement between the City of Belmont, City of San Carlos, and County of San Mateo is made and entered into by and between the City of Belmont, (hereinafter "Belmont"), the City of San Carlos (hereinafter "San Carlos"), municipal corporations of the State of California (collectively, "Cities"), and the County of San Mateo, a political subdivision of the State of California (hereinafter "County"), collectively referred to as the "Parties" and each of the Parties may be referred to singularly as "Party".

RECITALS

Parties entered into the above-referenced Funding Agreement, (hereinafter "Agreement") on March 24, 2022, the purpose of which was to share the costs and responsibilities for the Belmont Creek Restoration, Water Quality Improvement, and Flood Protection Projects in Twin Pines Park, as set forth in the Agreement. Belmont is the lead agency for both projects, with project benefits accruing to all Parties. The project will decrease the amount of sediment flowing downstream which would otherwise contribute to flooding portions of Belmont, San Carlos, and unincorporated San Mateo County.

The Creek Restoration Project (Project) is the recipient of a \$1,000,000 Proposition 68 Urban Streams Restoration Grant from the California Department of Water Resources (DWR). Per the grant agreement, the project must be completed by December 31, 2025.

Section 5 of the Agreement stipulates that the Parties contribute an initial estimated amount of \$600,000 to the Project as a shared obligation towards the project cost. The percentage shares are fixed throughout the term of the agreement at Belmont 50%, San Carlos 25%, and County 25%. Accordingly, the initial \$600,000 contribution was \$300,000 from Belmont, and \$150,000 each from San Carlos and the County. Those contributions have been made and deposited with Belmont for the project.

The Agreement further stipulates that the parties periodically meet and confer to reassess project costs and determine whether any adjustment in the estimated amount is warranted in light of the actual project costs. In the event that the updated estimated amounts, as determined by the Parties at any point during the project, are more than the original estimated amount, additional funding from a third-party source beyond the original \$1,000,000 DWR grant may be sought and secured for the project during the term, otherwise, the increased obligations of the Parties will be met proportionally

**AMENDMENT NO. 1 TO FUNDING AGREEMENT BETWEEN CITY OF BELMONT,
CITY OF SAN CARLOS, AND COUNTY OF SAN MATEO**

in the respective percentages stated above. Likewise, any cost savings will be shared proportionally by the same percentages.

During design, Belmont applied for additional grant funding from DWR and from the U.S. Environmental Protection Agency, but those applications did not result in additional funding.

The design and environmental clearance of the Project is now substantially complete. The Project will restore approximately 500 linear feet of Belmont Creek within Twin Pines Park. The total cost of the Project attributable to the Parties is \$3,265,000, leaving a funding shortfall of \$1,665,000. Of that amount, the additional funding obligations in accordance with the fixed percentage shares are \$832,500 from Belmont, \$416,250 from San Carlos, and \$416,250 from the County. In order to fully fund the Project to completion, the parties now wish to amend Section 5 of the Agreement as set forth below.

NOW, THEREFORE, THE PARTIES HEREBY AGREE THE AGREEMENT IS AMENDED AS FOLLOWS:

1. **SECTION 5, AMENDED.** Section 5 is hereby amended by adding the **bolded** text below:

5. Payment. DWR awarded \$1,000,000 to Belmont through their Urban Streams Restoration Program for the construction of the Channel Restoration of the Creek, requiring a minimum local match of \$319,960.46 ("DWR Grant"). Additionally, the California Natural Resources Agency has awarded the City of Belmont \$913,334 to support the design, CEQA review, and environmental permitting of the proposed Basin Project ("Natural Resources Agency Grant"). CNRA also expects to award Belmont \$5,951,000 to construct the Basin Project which will necessitate a \$1,500,000 in local match funds to be split evenly between the Parties. The DWR Grant match requires estimated cost of approximately \$600,000, which is the amount to be shared by the Cities and County ("Shared Obligation") as follows, with the understanding that percentage shares of costs are fixed throughout the life of the Agreement and while current cost estimates are shown, they may fluctuate up or down.

Per Amendment No. 1, the Parties agree to additional contributions for the Creek Restoration Project totaling \$1,665,000 in accordance with the fixed percentage shares and corresponding amounts shown below.

Contributing Jurisdiction	Estimated Contribution and Percentage of Shared Obligation Under this Agreement (Creek Restoration Project) (Per Original Agreement)	Additional Contribution and Percentage of Shared Obligation Under this Agreement (Creek Restoration Project) (Per Amendment No. 1)
City of Belmont	50% (\$300,000)	50% (\$832,500)
City of San Carlos	25% (\$150,000)	25% (\$416,250)
County of San Mateo	25% (\$150,000)	25% (\$416,250)
Total	\$600,000	\$1,665,000

**AMENDMENT NO. 1 TO FUNDING AGREEMENT BETWEEN CITY OF BELMONT,
CITY OF SAN CARLOS, AND COUNTY OF SAN MATEO**

At least every 12 months, the Parties shall meet and confer to reassess the Project costs and determine whether any adjustment in the Estimated Amount is warranted in light of the actual design and permitting. In the event that the updated estimated amounts, as determined by the Parties at any point during the Project, are more than the original estimated amount sums set forth above, additional funding from a third party source beyond the above-mentioned contribution by the grants may be sought and secured for the Project during the Term, otherwise, the increased obligations of the Cities and County will be met proportionally based on their respective percentages of the Shared Obligation set forth above (i.e., Belmont 50%, San Carlos 25%, and the County 25%). Likewise, cost savings will be shared proportionally based on those same respective percentages.

It is anticipated that a future amendment to this agreement will include an additional \$500,000 each from Belmont, San Carlos and the County in order to provide matching funds for the CNRA grant to construct the Basin Project.

In order to ensure that Belmont has sufficient funding to pay initial Vendor invoices for the Creek Restoration Project, upon the effective date of this Agreement, Belmont will submit invoices to San Carlos and County for an amount equal to 25% of their then-estimated respective contributions, and each jurisdiction shall pay its initial invoice within thirty (30) days of receipt. Belmont will then invoice the other Parties on a quarterly basis throughout the Term for the Creek Restoration Project according to their respective prorated contributions, less contingencies, including a final invoice once the Scope of Work is complete, and each jurisdiction shall pay all such invoices within 30 days of receipt.

2. **INCORPORATION BY REFERENCE.** This Amendment hereby incorporates by reference all terms and conditions set forth in the Agreement, unless specifically modified by this Amendment. All terms and conditions set forth in the Agreement which are not specifically modified by this Amendment shall remain in full force and effect.
3. **SIGNATURES.** The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Amendment on behalf of the Parties. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Attachment:

Original Funding Agreement, dated March 24, 2022

**AMENDMENT NO. 1 TO FUNDING AGREEMENT BETWEEN CITY OF BELMONT,
CITY OF SAN CARLOS, AND COUNTY OF SAN MATEO**

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Amendment No. 1.

Each Party has executed a separate signature page.

CITY OF BELMONT

By:



Afshin Oskoui, City Manager

Date:

01/17/2025

APPROVED AS TO FORM



[Scott Rennie \(Jan 17, 2025 12:30 PST\)](#)

Scott M. Rennie, City Attorney

Date:

01/17/2025

Grace Castaneda

**AMENDMENT NO. 1 TO FUNDING AGREEMENT BETWEEN CITY OF BELMONT,
CITY OF SAN CARLOS, AND COUNTY OF SAN MATEO**

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Amendment No. 1.

Each Party has executed a separate signature page.

CITY OF SAN CARLOS

By: _____

Jeff Maltbie, City Manager

Date: _____

APPROVED AS TO FORM

Gregory J. Rubens, City Attorney

Date: _____

**AMENDMENT NO. 1 TO FUNDING AGREEMENT BETWEEN CITY OF BELMONT,
CITY OF SAN CARLOS, AND COUNTY OF SAN MATEO**

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Amendment No. 1.

Each Party has executed a separate signature page.

COUNTY OF SAN MATEO

By: _____

Michael Callagy, County Executive Officer

Date: _____

APPROVED AS TO FORM

Brian Wong, Deputy County Counsel

Date: _____

**FUNDING AGREEMENT BETWEEN THE CITY OF BELMONT, CITY OF
SAN CARLOS, AND COUNTY OF SAN MATEO TO SHARE THE COSTS
AND RESPONSIBILITIES RELATED TO THE CALIFORNIA
DEPARTMENT OF WATER RESOURCES GRANT FUNDED BELMONT
CREEK RESTORATION, WATER QUALITY IMPROVEMENT, AND
FLOOD PROTECTION PROJECT IN TWIN PINES PARK**

This Agreement is made and entered into this _____ of _____ 2022 by and among the the City of Belmont ("Belmont"), the City of San Carlos ("San Carlo "), municipal corporations of the State of California (collectively, "Cities"), and the County of San Mateo, a political subdivision of the State of California ("County"), collectively referred to as the "Parties" and each of the Parties may be referred to singularly as "Party."

Reticals

Belmont Creek originates in Belmont and runs though the unincorporated Harbor Industrial Area ("HIA") of the County along the border of San Carlos before reaching San Francisco Bay.

The lower, flatter segment of Belmont Creek that runs through the HIA can experience flooding in rain events as well as siltation from upstream sediments, requiring periodic channel dredging and maintenance.

Improvements to restore Belmont Creek that enhance flood protection, erosion protection, and downstream water quality can benefit all Parties and, accordingly, the Parties desire to work cooperatively on such projects.

DWR Grant totaling \$1,600,000. The California Department of Water Resources ("DWR") has awarded \$1,000,000 to Belmont through their Urban Streams Restoration Grant Program ("DWR Grant") for development of a channel restoration project in a portion of Belmont Creek that runs through Twin Pines Park ("Park") in Belmont (the "Creek Restoration Project"), and the DWR Grant requires a minimum local match of \$319,960.46. To ensure project success and to maximize project benefits, Parties are committing \$600,000 collectively.

In reliance on the mutual promises and obligations of the Parties set forth in this Agreement, Belmont is accepting the DWR Grant for the purpose of construction of the Creek Restoration Project prior to completion of the Creek Restoration Project's California Environmental Quality Act (CEQA) review.

CNRA Grant totaling \$913,334 for Design and \$5,951,000 for Construction. The California Natural Resources Agency (CNRA) has awarded Belmont an additional \$913,334 ("Natural Resources Agency Grant") to design a proposed stormwater capture basin (the "Basin Project"), which proposes the installation of a stormwater detention system adjacent to the Creek Restoration Project site, and will rely on a diversion structure as part of the Creek Restoration Project to operate. No matching funds are required for the design portion. At the time of the drafting of this Funding Agreement, CNRA is also considering awarding Belmont \$5,951,000 in construction funding for the Basin Project, which all three Parties are in the process of securing \$500,000 each in matching funds in a future year's budget in order to deliver all phases, including construction of the Basin Project for a current budget of \$7,451,000 (CNRA grant plus local match of \$1,500,000, or \$500,000 per jurisdiction).

This Agreement establishes the terms and conditions for the Parties to share the costs and responsibilities for the Project, and under California Code of Regulations Title 14, Section 15051(d) designates Belmont as the lead agency under CEQA for both the Creek Restoration Project and the Basin Project.

In consideration of the facts set forth in the foregoing recitals and the mutual promises contained herein, the Parties agree as follows:

1. **Purpose.** The Parties agree to share the costs and responsibilities for the Creek Restoration Project and the Basin Project, as set forth in this Agreement. The Creek Restoration Project entails completing engineering and design, CEQA documents, securing all necessary permits and property rights, and completing construction of the Creek Restoration Project, as well as completing preliminary engineering, design, and CEQA documents for the Basin Project, all of which is detailed in **Exhibit "A"** attached to this Agreement and incorporated by this reference ("Scope of Work").

2. **Term of Agreement and Withdrawal by a Party.**

A. **Term.** This Agreement is effective upon the day and date last signed and executed by the duly-authorized representative of each Party and shall remain in full force and effect until two years after the completion of the Project ("Term").

B. **Withdrawal.** Any Party may withdraw from this Agreement, with or without cause, at any time during the Term upon 90 days written notice to all other Parties ("Notice of Withdrawal") subject to the conditions set forth in this Paragraph 2, and the date which is 90 days after the date of the Notice of Withdrawal is referred to herein as the "Effective Date of Withdrawal". Following receipt of a Notice of Withdrawal from a Party, the remaining Parties shall meet and confer and, if necessary, negotiate one or more separate agreement(s) setting forth the Parties' respective responsibilities and payments after the Effective Date of Withdrawal. If the Notice of Withdrawal is delivered prior to Belmont's award of contracts for the Creek Restoration Project design, CEQA review, and environmental permitting services, then the Party withdrawing from this Agreement shall be responsible for its share of expenses determined in accordance with Paragraph 5 below of all Project expenses incurred prior to the Effective Date of Withdrawal. If the Effective Date of Withdrawal occurs on or after the date that Belmont awards professional service or construction contracts for the Creek Restoration Project design, CEQA review, and environmental permitting services then the withdrawing Party will be responsible for (a) its entire share of all Project expenses incurred prior to the Effective Date of Withdrawal, plus (b) its entire share of the cost of work, including contingencies, under those design, CEQA review, and environmental permitting contracts through its completion. If the Effective Date of Withdrawal occurs on or after the date that Belmont awards contracts for Creek Restoration Project construction and construction management services, then the withdrawing Party will be responsible for (a) its entire share of all Project expenses incurred prior to the Effective Date of Withdrawal, plus (b) its entire share of the cost of work, including contingencies, under those construction and construction management contracts through the completion of the Creek Restoration Project as provided in Paragraphs 4 and 5 below. Belmont, as the primary funder, owner, and contracting agency for construction of the Creek Restoration Project, commits to construct the Creek Restoration Project once environmental clearance is obtained through CEQA review, and may not withdraw from this Agreement before completion and acceptance of construction of the Creek Restoration Project, once awarded.

3. **Authorizations.** If agreed to by all Parties, the City Managers of the Cities, and County Manager of the County are authorized to extend the Term, modify due dates, resolve conflicts,

or otherwise grant approvals on behalf of their respective agencies, provided such approvals are not vested in the authority of the agency's governing board, and provided that any approval requiring payment of funds in excess of appropriated funds shall require governing board approval of the appropriations of such additional funds.

4. Responsibilities of the Parties.

- A. **Finance.** The Parties agree to share costs as provided in Section 5.
- B. **Contracting.** Belmont will be the contracting agency for both all phases of both projects, while San Carlos and County will provide matching funds and expertise on technical advisory committees for both projects.
- C. **Lead Agency Under CEQA.** Belmont will serve as the Lead Agency under CEQA for both projects. Belmont, as the owner and contracting agency, will be the applicant on necessary environmental regulatory permits.
- D. **Improvements.** Belmont will be the owner of any and all Project improvements.
- E. **Project Management.** Belmont will lead the day-to-day management of the work associated with all Pre-Construction Activities for the Creek Restoration Project and communication with the Vendors. San Carlos and the County will serve advisory roles. Belmont, as the owner of the Creek Restoration Project, shall be responsible for securing all necessary temporary and permanent real property easement rights to construct, operate, and maintain the Creek Restoration Project. The out-of-pocket costs of securing such easement rights shall be shared by the Cities and County according to the percentage shares of costs as set forth below in Section 5 (Payment).

Staff from each Party, will participate in and support the management of the both projects through a working group known as the Project Team, which will regularly meet with the Vendors to ensure proper project direction and coordination, particularly between the Vendors designing the adjacent restoration and stormwater capture project features. Project Team members will update their respective jurisdictions as necessary to resolve issues throughout the duration of the both projects.

F. **Post-Project Responsibilities.** Both before initiation of construction and upon completion of the design of the Creek Restoration Project, the Parties will meet and confer and negotiate one or more separate agreement(s) setting forth the Parties' respective obligations for performing and funding operation and maintenance, mitigation activities, if required for the purposes of the Project and any other Project-related responsibilities beyond the Term of this Agreement.

5. Payment. \$1,000,000 to Belmont through their Urban Streams Restoration Program for the construction of the Channel Restoration of the Creek, requiring a minimum local match of \$319,960.46 ("DWR Grant"). Additionally, the California Natural Resources Agency has awarded the City of Belmont \$913,334 to support the design, CEQA review, and environmental permitting of the proposed Basin Project ("Natural Resources Agency Grant"). CNRA also expects to award Belmont \$5,951,000 to construct the Basin Project which will necessitate a \$1,500,000 in local match funds to be split evenly between the Parties. The DWR Grant match requires estimated cost of approximately \$600,000, which is the amount to be shared by the Cities and County ("Shared Obligation") as follows, with the understanding that percentage shares of costs are fixed throughout the life of the Agreement and while current cost estimates are shown, they may fluctuate up or down.

<u>Project)</u>	<u>Contributing Jurisdiction</u>	<u>Estimated Contribution and Percentage of Shared Obligation Under this Agreement (Creek Restoration</u>
	City of Belmont	50% (\$300,000)
	City of San Carlos	25% (\$150,000)
	County of San Mateo	25% (\$150,000)

At least every 12 months, the Parties shall meet and confer to reassess the Project costs and determine whether any adjustment in the Estimated Amount is warranted in light of the actual design, and permitting. In the event that the updated estimated amounts, as determined by the Parties at any point during the Project, are more than the original estimated amount sums set forth above, additional funding from a third party source beyond the above-mentioned contribution by the grants may be sought and secured for the Project during the Term, otherwise, the increased obligations of the Cities and County will be met proportionally based on their respective percentages of the Shared Obligation set forth above (i.e., Belmont 50%, San Carlos 25%, and the County 25%). Likewise, cost savings will be shared proportionally based on those same respective percentages.

Once approved in each jurisdiction's budget, likely in 2022, it is anticipated that a future amendment to this agreement will include an additional \$500,000 from Belmont, San Carlos and the County in order to provide matching funds for the CNRA grant to construct the Basin Project.

In order to ensure that Belmont has sufficient funding to pay initial Vendor invoices for the Creek Restoration Project, upon the effective date of this Agreement, Belmont will submit invoices to San Carlos and County for an amount equal to 25% of their then-estimated respective contributions, and each jurisdiction shall pay its initial invoice within thirty (30) days of receipt. Belmont will then invoice the other Parties on a quarterly basis throughout the Term for the Creek Restoration Project according to their respective prorated contributions, less contingencies, including a final invoice once the Scope of Work is complete, and each jurisdiction shall pay all such invoices within 30 days of receipt.

6. General Provisions.

A. Indemnification. Pursuant to Government Code Section 895.4, each Party agrees to fully indemnify, defend, and hold the other Parties (including its appointed and elected officials, officers, employees, and agents) harmless and free from any damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying Party, its appointed or elected officials, officers, employees, or agents, under or in connection with any work, authority, or jurisdiction delegated to such Party under this Agreement. No Party, nor any appointed or elected official, officer, employee, or agent thereof, shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of any other Party, its appointed or elected officials, officers, employees, or agents, under or in connection, with any work, authority, or jurisdiction delegated to such other Party under this Agreement.

B. Amendments. Any Party may request changes to this Agreement. Any changes, modifications, revisions or amendments, including to the contribution limits set forth above in

Paragraph 5 (Payment), which are mutually agreed upon by and between the Parties, shall be incorporated by written instrument, and effective when executed and signed by all Parties.

C. Severability. If any provision of this Agreement shall be held to be invalid, void, or unenforceable, the validity, legality, or enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

D. Applicable Law. The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of California. The courts of the State of California shall have jurisdiction over any action arising out of this Agreement, with venue in San Mateo County.

E. Notices. Any and all notices required to be given hereunder shall be deemed to have been delivered 2 days following deposit in the United States mail, postage prepaid, addressed to each Party at the following address or such other address as is provided by such Party in writing:

To: City of Belmont Peter Brown Public Works Director 1 Twin Pines Lane Belmont, CA 94002	To: City of San Carlos Steven Machida Public Works Director City Hall, 600 Elm Street San Carlos, CA 94070	To: County of San Mateo Ann Stillman, Interim Public Works Director 555 County Center, 5 th Floor Redwood City, CA 94063	
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F. Entirety of Agreement. This Agreement, including Exhibit A, represents the entire and complete agreement among the Parties with respect to the subject matter hereof and supersedes any prior negotiations, representations and agreements, whether written or oral.

G. Debt Limitation. The Parties are subject to laws or policies which limit their ability to incur debt in future years. Nothing in this Agreement shall constitute an obligation of future legislative bodies of the Cities or County to appropriate funds for the purpose of this Agreement.

H. Conflict of Interest. Each of the Parties shall avoid all conflicts of interest in the performance of this Agreement and shall immediately notify the other Parties should a conflict of interest arise that would prohibit or impair its ability to perform under this Agreement.

I. Disputes. The Parties agree that, with regard to all disputes or disagreements arising under this Agreement that are not resolved informally at the staff level after a good faith attempt, the Parties may, at their sole and mutual discretion, agree to engage in mediation, and the costs of any such mediation shall be divided equally among the Parties.

J. Non-Discrimination. The Parties will not discriminate, in any way, against any person based on sex, pregnancy, childbirth or related medical conditions, race, veteran status, religion, color, national origin or ancestry, physical or mental disability, medical condition, marital status, age, gender (including gender identity and gender perception), sexual orientation, use of family medical leave, genetic testing, or any other basis protected by federal or state law. This policy shall apply to all employment practices.

K. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, taken together, shall be deemed to be one and the same instrument.

L. Facsimile and Electronic Signatures. Facsimile or electronic signatures may be used in place of original signatures on this Agreement. Each Party intends to be bound by the signatures on the facsimile or electronic document, is aware that the other Parties will rely on the facsimile or electronic signatures, and hereby waives any defenses to the enforcement of the terms of this Agreement based on the use of a facsimile or electronic signature.

7. **Signatures.** In witness whereof, the Parties, through their respective duly-authorized representatives, have executed this Agreement on the days and dates set out below, and certify that they have read; understood, and agreed to the terms and conditions of this Agreement as set forth herein.

The effective date of this Agreement is the date of the signature last affixed to this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

**AGREEMENT AMONG THE CITY OF BELMONT, CITY OF SAN CARLOS, AND
COUNTY OF SAN MATEO TO SHARE THE COSTS AND RESPONSIBILITIES
RELATED TO THE BELMONT CREEK RESTORATION, WATER QUALITY
IMPROVEMENT, AND FLOOD PROTECTION PROJECT IN TWIN PINES PARK**

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Memorandum of Understanding.

Each Party has executed a separate signature page.

APPROVED AS TO FORM:

City of Belmont, a California
Municipal Corporation

By: 

Scott Rennie
City Attorney

Date: 3/24/2022

By: 

Afshin Oskoui
City Manager

Date: 3/24/2022

**AGREEMENT AMONG THE CITY OF BELMONT, CITY OF SAN CARLOS, AND
COUNTY OF SAN MATEO TO SHARE THE COSTS AND RESPONSIBILITIES
RELATED TO THE BELMONT CREEK RESTORATION, WATER QUALITY
IMPROVEMENT, AND FLOOD PROTECTION PROJECT IN TWIN PINES PARK**

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Memorandum of Understanding.

Each Party has executed a separate signature page.

APPROVED AS TO FORM:

City of San Carlos, a California
Municipal Corporation

By: Greg J. Rubens
City Attorney

By: _____
J l t e
City Manager

Date: January 27, 2022

Date: January 28, 2022

**AGREEMENT AMONG THE CITY OF BELMONT, CITY OF SAN CARLOS, AND
COUNTY OF SAN MATEO TO SHARE THE COSTS AND RESPONSIBILITIES
RELATED TO THE BELMONT CREEK RESTORATION, WATER QUALITY
IMPROVEMENT, AND FLOOD PROTECTION PROJECT IN TWIN PINES PARK**

IN **WITNESS WHEREOF**, the Parties hereto, by their duly authorized representatives, have executed this Memorandum of Understanding.

Each Party has executed a separate signature page.

APPROVED AS TO FORM:

County of San Mateo, a California
Municipal Corporation

By:



Brian Wong
Deputy County Counsel

By:



Ann M. Stillman
Interim Director of Public Works

Digitally signed by Ann M. Stillman
DN: cn=Ann M. Stillman, o=Department
of Public Works, 01.1=Interim Director of
Public Works,
email=aastillman@ismcgov.org, c=US
Date: 2022.02.08 13:43:53 -0800

Date:

02/10/2022

Date:

02/08/2022

Exhibit A

Belmont Creek Restoration, Water Quality Improvement, and Flood Protection Project In Twin Pines Park, Belmont, California

Scope of Work

The Belmont Creek Restoration, Water Quality Improvement, and Flood Protection Project in Twin Pines Park (Project) consists of a channel restoration project in a portion of Belmont Creek that runs through Twin Pines Park ("Park") in Belmont (the "Creek Restoration Project"), and a stormwater capture basin project in the Park (the "Basin Project"). The Project is the continuation of the collaborative effort between the Cities of Belmont ("Belmont") and San Carlos, and County of San Mateo. This Project Scope includes the completion of design, CEQA review, environmental penning, and construction of the Belmont Creek Restoration Project.

The objective in the implementation of these improvements is to mitigate the frequency of flooding and accretion of sediment in the downstream portion of the creek between Old County Road and US Highway 101, improving and restoring the natural creek flow, as well as alleviate channel incising and erosion.

The Creek Restoration Project addresses the severe erosion and bank failure along the reach in Twin Pines Park (Park). The Creek Restoration Project will create a more natural stream channel, restore and create natural riparian habitat, remove invasive species of flora, stabilize stream banks through planting and other slope stabilization methods, and expand community connectivity through integration with the recreational facilities of the Park. This work will include the construction of a low-flow sediment capture basin, which further reduces sediment transport downstream. The necessary outreach obligations for Creek Restoration Project construction and grant compliance are to be led by Belmont and the Park and Recreation Boosters.

The Basin Project proposes to locate a stormwater capture facility beneath the parking lots in the Park. It is to be designed to attenuate the peak stormwater flow up to the 10-year storm event. The Basin Project will include an in-stream diversion structure and pipe, trash capture, and return pipe to the Creek. The basin will also serve as a centralized sediment capture facility, preventing downstream sedimentation and reducing the demand for dredging downstream. This related project is funded through the Design phase, and a future grant is nearly finalized for construction which will necessitate an amendment to this funding agreement to secure additional local matching funds totaling \$1,500,000.

RESOLUTION NO. 2024 -79

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT APPROVING PLANS AND SPECIFICATIONS; AUTHORIZING CONSTRUCTION CONTRACTS FOR TREE REMOVAL WORK AND RESTORATION CONSTRUCTION; ADOPTING CEQA MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM; AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION MANAGEMENT AND INSPECTION; AUTHORIZING AN AMENDMENT TO THE FUNDING AGREEMENT WITH CITY OF SAN CARLOS AND COUNTY OF SAN MATEO; AND AUTHORIZING BUDGET APPROPRIATIONS ALL IN CONNECTION WITH THE TWIN PINES PARK BELMONT CREEK RESTORATION PROJECT (PROJECT NO. 3218)

WHEREAS, in August 2019, the Belmont Creek Watershed Management Plan identified the restoration of Belmont Creek within Twin Pines Park as a priority project; and,

WHEREAS, in 2020, the San Mateo County Flood and Sea Level Rise Resiliency District successfully applied for a \$1,000,000 Proposition 68 Urban Streams Restoration Grant from the California Department of Water Resources (DWR) for the project on behalf of the City of Belmont; and,

WHEREAS, on June 22, 2021, the City Council authorized the City Manager to accept the DWR grant funds and execute the required grant agreement; and

WHEREAS, on March 8, 2022, the City Council authorized the City Manager to execute a funding agreement between Belmont, the City of San Carlos and the County of San Mateo, for a combined amount of \$600,000 from the three agencies, and an agreement with Restoration Design Group for project design in the amount of \$812,730; and

WHEREAS, project design and environmental clearance began in 2022 and are now substantially complete; and

WHEREAS, in November 2024, DWR approved an amendment to the grant agreement for a time extension to December 31, 2025, by which date all costs must be invoiced to DWR; and

WHEREAS, in order to complete the tree removal construction associated with the project ahead of the nesting bird season, bids were opened on November 19, 2024. Bids were opened on November 19, 2024 and are currently under evaluation. Staff is recommending authorization to execute the tree removal contract for a not to exceed amount of \$570,000, which includes a 10% contingency; and

WHEREAS, staff plans to bid the remainder of the restoration project construction in January 2025, award the construction contract in March 2025, and complete construction between June and October 2025, during the stream construction window, and in time to meet the DWR grant deadline; and

WHEREAS, plans and specifications for the tree removal construction and the restoration construction are on file and available for review in the office of the City Engineer; and

WHEREAS, the project's Mitigated Negative Declaration identified potentially significant impacts that will be reduced to a less-than-significant level with adoption and implementation of a Mitigation Monitoring and Reporting Program (MMRP) under CEQA; and

WHEREAS, the total project cost estimate is \$3,967,600, including design, environmental clearance, project management, and construction, requiring various budget appropriations and an amendment to the three-agency funding agreement that stipulates the City's additional \$832,500 as well as \$416,250 contributions each from the City of San Carlos and County of San Mateo; and

NOW, THEREFORE, the City Council of the City of Belmont resolves as follows:

SECTION 1. The City Council approves the plans and specifications for the Tree Removal Construction and Restoration Construction for the Twin Pines Park Belmont Creek Restoration Project, Phase One (Project 3218).

SECTION 2. The City Manager is authorized to execute a construction contract for tree removal construction in an amount not to exceed \$570,000, which includes a ten percent construction contingency.

SECTION 3. The City Manager is authorized to execute a construction contract with the lowest responsible bidder for an amount not to exceed \$2,135,000, which includes a ten percent contingency, for the construction of the Twin Pines Park Belmont Creek Restoration Project, Phase One (Project 3218).

SECTION 4. The City Council hereby adopts the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Twin Pines Park Belmont Creek Restoration Project, Phase One (Project 3218).

SECTION 5. The City Manager is authorized to negotiate and execute a professional services agreement for construction management and inspection of the project in an amount not to exceed \$200,000.

SECTION 6. The City Manager is authorized to execute Amendment 1 to the funding agreement for the project between the City of Belmont, City of San Carlos, and the County of San Mateo

SECTION 7. Budget appropriations to the Twin Pines Park Belmont Creek Restoration Project, Phase One (Project 3218) are approved to reflect full project funding:

a. \$1,000,000 Proposition 68 Urban Streams Restoration Grant from the California Department of Water Resources (DWR). About \$140,000 has been reimbursed to date, with about \$840,000 left to be received/reimbursed.

b. Transfer \$311,000 of California Natural Resources Agency (CNRA) grant funding that had been budgeted in the Twin Pines Park Belmont Creek Stormwater Detention Basin Project (Project 6025) to pay for approximately 8,000 SF of required mitigation planting being constructed by the restoration project for the detention basin project.

c. Contributions totaling \$2,265,000 from the three-agency funding agreement between Belmont, the City of San Carlos, and the County of San Mateo. This includes:

i. \$150,000 (25%) each, or \$300,000 total, from the City of San Carlos and County of San Mateo as part of the funding agreement on March 8, 2022. This funding has already been received into Belmont's Infrastructure Repair Fund 310, and a transfer from Fund 310 to the Twin Pines Park Belmont Creek Stormwater Detention Basin Project (Project 6025) will be needed.

ii. \$300,000 (50%) transfer from the Infrastructure Repair Fund for Belmont's portion of the March 8, 2022 funding agreement.

iii. \$416,250 (25%) each, or \$832,500 total, from the City of San Carlos and County of San Mateo as part of Amendment I to the funding agreement.

iv. \$832,500 (50%) transfer from the Infrastructure Repair Fund for Belmont's portion of Amendment 1 to the funding agreement.

d. Transfer \$331,600 from the Belmont Fire Protection District Fund 223 and \$60,000 from the City Tree Fund 208, for a total of \$391,600, to pay for additional hazardous eucalyptus tree removals in Twin Pines Park.

* * *

ADOPTED November 26, 2024 by the City of Belmont City Council by the following vote:

Ayes: McCune, Hurt, Latimerlo

Noes:

Absent: Mates, Pang-Maganaris

Abstain:

ATTEST:



City Clerk



Vice Mayor

APPROVED AS TO FORM:

A:llf!:1 ,
hr _____










Amendment No.1 to Funding Agreement with San Carlos and County

Final Audit Report


2025-01-17

Created:	2024-12-19
By:	Rachel Fonseca (RFonseca@belmont.gov)
Status:	Signed
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